

HONORABLE MARY K. DIMKE

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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

YADIRA CONTRERAS, ERICA
KRONECK,

Plaintiffs,

vs.

HERITAGE UNIVERSITY,

Defendant.

Case No.: 1:22-CV-3034 TOR

DECLARATION OF LARA
HRUSKA IN SUPPORT OF
PLAINTIFFS' MOTION IN
LIMINE NOS. 4 AND NO. 6 (ECF
NOS. 95, 112)

I, Lara Hruska, am over the age of 18, have personal knowledge of all the
facts stated herein and declare as follows:

DECLARATION OF LARA HRUSKA
IN SUPPORT OF PLAINTIFFS' MOTION
IN LIMINE NOS. 4 AND 6 (ECF NOS. 95, 112) - 1

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- 1 1. I am one of the attorneys for Plaintiffs Yadira Contreras and Erica Kroneck.
- 2 2. On April 25, 2025, I received an email from an attorney on behalf of Cory
- 3 and Brookelle Gunn regarding their inability and unwillingness to proceed
- 4 with in-person testimony. That said, both Mr. and Mrs. Gunn continue to be
- 5 willing and available to appear remotely via videoconference.
- 6
- 7 3. Attached hereto **Attachment A** is a true and correct copy of the email sent to
- 8 me on April 25, 2025.
- 9
- 10 4. Attached hereto **Attachment B** is a true and correct copy of Proposed Exhibit
- 11 95.
- 12
- 13
- 14

15 Dated this 25th of April, 2025.

16 CEDAR LAW PLLC

17 s/Lara Hruska

18 Lara Hruska, WSBA# 46531
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28 DECLARATION OF LARA HRUSKA
IN SUPPORT OF PLAINTIFFS' MOTION
IN LIMINE NOS. 4 AND 6 (ECF NOS. 95, 112) - 2

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Declaration of Lara Hruska by electronic mail on the date shown below to the following party:

Paul J. Triesch
Keating Bucklin & McCormack, Inc., P.S.
801 2nd Avenue, Suite 1210
Seattle, WA 98104
ptriesch@kbmlawyers.com
Attorney for Heritage University

Dated this 25th day of April 2025.

s/ Sydney Arizona Bay
Sydney Arizona Bay

DECLARATION OF LARA HRUSKA
IN SUPPORT OF PLAINTIFFS' MOTION
IN LIMINE NOS. 4 AND 6 (ECF NOS. 95, 112) - 3

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Attachment A



Lara Hruska <lara@cedarlawpllc.com>

EDWA Civil Action No. 1:22-CV-3034-TOR; Brookelle & Cory Gunn Subpoenas

Chris Kmoch <chris.kmoch@smithmalek.com>
To: "lara@cedarlawpllc.com" <lara@cedarlawpllc.com>
Cc: Caitlin O'Brien <caitlin@smithmalek.com>

Fri, Apr 25, 2025 at 2:10 PM

Hello Ms. Hruska,

This firm represents Health West, Inc. ("Health West") and is in receipt of two subpoenas you issued to Health West providers Cory and Brookelle Gunn. The subpoenas command their in-person testimony in the US District Court for the Eastern District of Washington in Yakima, WA on May 5, 2025 in Civil Action No. 1:22-CV-3034-TOR. I called your office to discuss these subpoenas with you and to determine the scope of testimony that you are seeking from Cory and Brookelle but unfortunately was unable to reach you.

The Federal Rules of Civil Procedure (FRCP) provide that a subpoena can only command someone to testify in court if the trial is within 100 miles of where the person resides, is employed, or regularly transacts business in-person. FRCP 45(c)(1)(A). Here, Cory and Brookelle live and work in the Pocatello-Chubbuck, Idaho area - approximately 565 miles from Yakima, WA. They also do not regularly transact business in-person there. Therefore, the subpoenas are unenforceable on those grounds.

The time and expense it would take for Cory and Brookelle to travel to Yakima also likely imposes an undue burden on them given the distance, expense, and the fact that they would be unable to see patients for at least 2-3 days in order to comply with the subpoenas. An undue hardship such as this may also be prohibited by the FRCP. FRCP 45(d)(3)(A)(iv).

Given these circumstances, I would like to discuss the possibility of withdrawing these subpoenas to avoid the time and expense associated with quashing them. Please contact me at my office at 208-473-7009 at your earliest convenience.

Thank you,

--

Chris Kmoch
Attorney

SMITH + MALEK
ATTORNEYS

101 S. Capitol Blvd., Suite 1600

Boise, ID 83702 p. 208.473.7009 | f. 208.473.7661 | e. chris.kmoch@smithmalek.com

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For additional information about Smith + Malek, PLLC, including a list of attorneys, please see our website at www.smithmalek.com.

Attachment B

Hill, Melissa

From: Phelps, Jeffrey
Sent: Wednesday, June 30, 2021 3:24 PM
To: Kroneck, Erica
Subject: RE: URGENT: PA reimbursement
Attachments: Erica Kroneck Release.pdf

Hello Erica:

I apologize for not replying to you sooner. I had a personal situation and was out for a week.

With regard to your note below - we committed to all Heritage PA students that if they were not placed we would refund your tuition paid of \$42,684.

Now that you are the sole remaining student that we were unable to place, I am in a position to reevaluate that commitment as it pertains to your situation.

After doing so, I have authority to make the following offer:

Reimburse you for the total amount of your loans rather than just the cost of tuition. \$65,202 (initial balances)
Recognize that you will have other expenses "up and above", and provide some support. \$14,798

Total: \$80,000

This is as high as I can go. In the event that it is an acceptable offer, I have attached a release letter. If you sign and return it, I can process payment within a week.

Heritage University, and myself wish only the best for you, and we hope that you are able to get into a new PA program.

Thanks,

Jeff



Jeff Phelps
Controller/Interim VP, Finance
Phelps_j@heritage.edu
509-865-8643
509-432-9147 (cell)

From: Kroneck, Erica <KroneckE@heritage.edu>
Sent: Tuesday, June 22, 2021 10:44 AM
To: Phelps, Jeffrey <Phelps_J@heritage.edu>
Subject: URGENT: PA reimbursement
Importance: High

Hello Mr. Phelps,

I am contacting you regarding the financial, emotional, academic, social and mental burden Heritage has forced upon me. I want to state the troubles not placing me into a PA program has done to me. I am now not

on graduation track (2 year delay), I am in limbo of housing, I am unable to take a full time job due to the uncertainties Heritage has placed on me by "maybe getting me into another program". I just do not think Heritage understands the horrendous amount of pressure and stress that has been placed solely on me.

I am requesting not only my tuition to be reimbursed:

- **complete amount of loans taken out to support myself through the year (~\$68,000)**
- **TWO years I am now behind on my professional career as a PA (~\$300,000)**
- **additional supplemental application fees (~\$1000)**
- **airfare and medical bills that are now in my lap due to Heritages failure to complete my education**
- **Tuition for future program (~\$100,000)**

During the interview process I raised the question about the probation status and was guaranteed that I would be taught out. Heritage failed at this, even when I was flexible to move anywhere in the country to complete my program.

I would like to settle this between us by the end of this month, as it is now becoming unbearable to live in such uncertainty. If this is not something you seem to be able to meet I am forced to take legal action, as it is my right and it was your duty to complete my graduate education program. ***There were so many promises made by Heritage, and I am left with nothing!***

Respectfully,
Erica Kroneck

Erica Kroneck, BS, PA-S
Heritage University
Physician Assistant Studies Program
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